

ORIGINAL

1 PHILLIP F. SHINN, SBN 112051  
2 FOX ROTHSCHILD, LLP  
235 Pine Street, Suite. 1500  
San Francisco, CA 94104-2734  
3 415/364-5540 // FAX: 415/391-4436  
pshinn@foxrothschild.com

4 ATTORNEYS FOR DEFENDANTS  
5 GEOSENTRIC OYJ

FILED

2008 MAY 23 P 1:34

RICHARD W. WIEKING  
CLERK  
U.S. DISTRICT COURT  
NO. DIST. OF CA. S.J.

6  
7 IN THE UNITED STATES DISTRICT COURT

8 NORTHERN DISTRICT OF CALIFORNIA

9 SAN JOSE DIVISION

008 02620

10 DECARTA, INC.,

11 Plaintiffs,

12 v.

13 GEOSENTRIC OYJ,

14 Defendants.

Case No.:

NOTICE OF REMOVAL OF ACTION  
UNDER 28 U.S.C. §1441(b) (DIVERSITY)

[Demand for Jury Trial]

15 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

16 PLEASE TAKE NOTICE that defendant GEOSENTRIC OYJ hereby removes to this  
17 Court the state court action described below.

18 1. On March 28, 2008, an action was commenced in the Superior Court of the State  
19 of California in and for the County of Santa Clara, entitled DECARTA, INC., Plaintiff, vs.  
20 GEOSENTRIC OYJ, Defendant, as Case Number 108CV109256. A copy of the complaint is  
21 attached hereto as Exhibit "A".

22 2. The first date upon which defendant GEOSENTRIC OYJ received a copy of the  
23 said complaint was April 24, 2008, when defendant was served with a copy of the said complaint  
24 and a summons from the said state court. A copy of the summons is attached hereto as Exhibit  
25 "B".  
26  
27  
28

FAXED

3. This action is a civil action of which this Court has original jurisdiction under 28 U.S.C. §1332 and is one which may be removed to this Court by defendant pursuant to the provision of 28 U.S.C. §1441(b) in that it is a civil action filed by a citizen of the State of California against a citizen of the Country of Finland and the matter in controversy exceeds the sum of \$75,000, exclusive of interest and cost. Plaintiff alleges that it has sustained damages in the amount of \$693,753.14 by reason of defendant's breach of a written licensing agreement.

### JURISDICTION

4. Complete diversity of citizenship exists in that: Plaintiff DECARTA, INC. is a citizen of the State of California; and Defendant GEOSENTRIC OYJ is a citizen of the country of Finland. There are no other parties.

### VENUE – INTRADISTRICT ASSIGNMENT

5. The venue of this action is properly set in the San Jose Division of the United States District Court, Northern District of California, in that the written licensing agreement, which is the subject of this action, provides that "any legal action or proceeding arising under [the] Agreement will be brought exclusively in the federal or state courts of California and the parties hereby consent to the personal jurisdiction and venue therein" and the underlying action was filed in the Superior Court of California, County of Santa Clara.

6. Defendant GEOSENTRIC OYJ demands a jury trial.

DATED: May 21, 2008

Respectfully submitted,

FOX ROTHSCHILD LLP



PHILLIP F. SHINN  
ATTORNEYS FOR DEFENDANT  
GEOSENTRIC OYJ



FENWICK & WEST LLP  
ATTORNEYS AT LAW  
MOUNTAIN VIEW

COPY

1 PATRICK E. PREMO (CSB NO. 184915)  
2 DENNIS M. FAIGAL (CSB NO. 252829)  
3 FENWICK & WEST LLP  
4 Silicon Valley Center  
5 801 California Street  
6 Mountain View, CA 94041  
7 Telephone: (650) 988-8500  
8 Facsimile: (650) 938-5200  
9  
10 Attorneys for Plaintiff  
11 DECARTA, INC.

RECEIVED  
MAR 28 P 3 33  
A. HAS

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SANTA CLARA

11 DECARTA, INC.,

12 Plaintiff,

13 v.

14 GEOSENTRIC OYJ,

15 Defendant.

108CV109256

COMPLAINT FOR BREACH OF WRITTEN  
LICENSE AGREEMENT,  
ACCOUNT STATED AND SPECIFIC  
PERFORMANCE

(JURY TRIAL DEMANDED)

17  
18 Plaintiff DECARTA, INC. ("Plaintiff") as and for its Complaint against defendant  
19 GEOSENTRIC OYJ ("Defendant") alleges as follows:

20 THE PARTIES

21 1. Plaintiff deCarta, Inc., f/k/a Telcontar is a corporation organized and existing  
22 under the laws of California, with its principal place of business at 4 N. Second Street, Suite 950,  
23 San Jose, California 95113.

24 2. Plaintiff is informed and believes, and thereupon alleges, that defendant  
25 GeoSentric Oyj, f/k/a Bensfon Oyj, is a Finnish corporation, with its principal place of business at  
26 Meriniitynkatu 11, FIN-24101 Salo, Finland.

27 ///

28

COMPLAINT FOR BREACH OF WRITTEN  
CONTRACT, ACCOUNT STATED AND SPECIFIC  
PERFORMANCE

CASE No.

### JURISDICTION AND VENUE

3. This court has jurisdiction over this case pursuant to a forum selection provision (Paragraph 12.2) in the Agreement (defined below) whereby the parties agreed that the Agreement "will be governed by and construed in accordance with the laws of the State of California" and that "[a]ny legal action or proceeding arising under [the] Agreement will be brought exclusively in the federal or state courts of California and the parties hereby consent to the personal jurisdiction and venue therein."

4. Venue is proper in Santa Clara County pursuant to California Code of Civil Procedure § 395.5 in that it is the county where the causes of action arose.

### GENERAL ALLEGATIONS

5. In or about June, 2005, Plaintiff entered into a written software licensing agreement ("Original Agreement") with Defendant. Under the terms of this agreement, Plaintiff agreed to license the use of its software products to Defendant for use in Defendant's cellular phone products. In exchange, Defendant agreed to pay Plaintiff licensing fees per unit of Defendant's products sold that include Plaintiff's software. Additionally, Defendant agreed to pay Plaintiff a minimum annual license fee ("MALF").

6. According to the Original Agreement, the license fees per unit were €10.00 (currently \$15.63 USD) for 0 to 100,000 units sold, €9.00 (currently \$14.06 USD) for 100,000 to 150,000 units sold, and €8.25 (currently \$12.89 USD) for 150,001 or more units sold. The MALF was €65,000 (currently \$101,585.98 USD) payable quarterly in advance, with 25% paid each quarter. Further, the MALF paid by Defendant was to be offset against the per unit license fees due.

7. On or about August 31, 2006, Plaintiff and Defendant agreed to add an amendment to the Original Agreement ("Amendment" or, collectively with the Original Agreement, "the Agreement"). The Amendment, *inter alia*, changed the per unit licensing fees to €8.50 (currently \$13.29 USD) for 0 to 100,000 units sold, €7.65 (currently \$11.96 USD) for 100,000 to 150,000 units sold, and €7.01 (currently \$10.96 USD) for 150,001 or more units sold. The MALF was also changed to €510,000, which is currently \$796,342.09 USD.

FORWICK & WEST LLP  
ATTORNEYS AT LAW  
ALBUQUERQUE, NEW MEXICO

8. Defendant has materially breached the terms of the contract by failing to pay the MALF in the amount of at least €433,500 or \$685,060.53 USD for 2007.

9. According to Paragraph 6.1 of the Agreement, "payment terms are net thirty (30) days."

10. Following the non-payment by Defendant of the outstanding balance owed, Plaintiff made numerous attempts over several months beginning in or around August, 2007, to resolve the matter with Defendant. Defendant has since paid only €76,500 but remains indebted to Plaintiff in the amount of at least €433,500, which is currently \$685,060.53 USD.

11. On or around November 12, 2007, Plaintiff sent a letter notifying Defendant of the breach of the Agreement. On or around December 13, 2007, having not received payment of the outstanding balance, Plaintiff sent a letter to Defendant serving as notice of the termination of the Agreement pursuant to Paragraph 11.2 of the Agreement. Paragraph 11.2 of the Agreement provides that either party may terminate the Agreement if the other party materially breaches the Agreement and fails to cure the breach within 30 days of written notice.

12. In the aforementioned November 12, 2007 letter, Plaintiff also requested payment of the outstanding MALF balance owed pursuant to paragraph 11.5 of the Agreement, which provides that Defendant's obligation to remit payment of outstanding balances survives termination of the agreement.

13. Since termination of the Agreement on December 13, 2007, Plaintiff spent months attempting to resolve with Defendant the issue of the outstanding debt to no avail. Nonetheless, Defendant has ignored Plaintiff's courtesy, has refused to enter into any payment plan, and remains in breach of the Agreement.

14. Further, in the November 12, 2007 letter to Defendant, Plaintiff requested prompt return of any of deCarta's products provided to Defendant pursuant to Paragraph 11.3 of the Agreement, which provides that all deCarta's products purchased by Defendant are to be returned upon termination of the Agreement. On information and belief, despite the termination of the Agreement, Defendant still offers for sale telephones that include deCarta's software, specifically, GeoSentric's TWIG telephones. On information and belief, between December 13, 2007, and

February 8, 2008, Defendant sold at least 703 TWIG telephones. At €8.50 per unit, Defendant owes an additional €5,377.95 in licensing fees. Therefore, Defendant has breached and remains in breach of the Agreement.

### FIRST CAUSE OF ACTION

(Breach of Written License Agreement)

By Plaintiff deCarta Against Defendant GeoSentric

15. Plaintiff realleges paragraphs 1 through 14 above, inclusive, as if fully set forth herein.

16. In or about June, 2005, the parties entered into the Original Agreement. On or about August 31, 2006, the parties amended said Agreement.

17. Plaintiff performed all conditions, covenants, and promises required on its part in accordance with the terms of the Agreement.

18. Defendant breached the Agreement by failing to pay the MALF.

19. Defendant has also breached the Agreement by selling TWIG telephones with Plaintiff's software after the Agreement was terminated.

20. Defendant has further breached the Agreement by failing to provide Plaintiff with quarterly reports pursuant to Paragraph 6.2 of the Agreement, which provides that "Licensee will provide [deCarta] with a quarterly reporting schedule." The quarterly reporting schedule was required to show the number of units of Defendant's products with Plaintiff's technology that were sold, the price per unit, and the fees due to Plaintiff.

21. As a result of Defendant's breach of the Agreement, Plaintiff has been damaged in the principal sum of at least €438,877.95 (currently \$693,753.14 USD) plus interest at the legal rate. This principal is the sum of the outstanding MALF due as described in Paragraph 8 above plus the outstanding per unit license fees for additional TWIG telephones sold as described in Paragraph 14 above.

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**SECOND CAUSE OF ACTION**

(Account Stated)

By Plaintiff deCarta Against Defendant GeoSentric

22. Plaintiff realleges paragraphs 1 through 21 above, inclusive, as if fully set forth herein.

23. Defendant owes Plaintiff at least \$685,060.53 as the unpaid balance of the MALF under the Agreement. Defendant acknowledged such debt in several email messages, letters, and telephone conversations.

24. Although repeatedly demanded by deCarta, all of the agreed balance has not been paid.

25. There is now due, owing, and unpaid from GeoSentric to deCarta the sum of at least \$693,753.14 plus interest at the legal rate.

**THIRD CAUSE OF ACTION**

(Specific Performance)

By Plaintiff deCarta Against Defendant GeoSentric

26. Plaintiff realleges paragraphs 1 through 25 above, inclusive, as if fully set forth herein.

27. In or about June, 2005, the parties entered into the Original Agreement. On or about August 31, 2006, the parties amended said Agreement.

28. The consideration set forth in the Agreement was the fair and reasonable value of the software license at the time the agreement was entered into and the contract is, as to Defendant, just and reasonable.

29. Plaintiff performed all conditions, covenants, and promises required on its part in accordance with the terms of the Agreement.

30. Defendant has failed and refused, and continues to fail and refuse, to perform the conditions of the contract on its part in that it has not returned all of Plaintiff's software pursuant to Paragraph 11.3 of the Agreement.

FINNICK & WISBY LLP  
ATTORNEYS AT LAW  
Minneapolis, MN

1 31. Because of Defendant's failure and refusal to return Plaintiff's software, Plaintiff.  
2 has no adequate legal remedy in that damages, if awarded, cannot compensate for the loss of  
3 Plaintiff's proprietary software to Defendant.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, deCarta prays judgment against GeoSentric as follows:

- 6 1. For compensatory damages in the sum of at least \$693,753.14;  
7 2. For Defendant to be ordered to deliver to Plaintiff all of Plaintiff's software  
8 in Defendant's possession as described herein;  
9 3. For reasonable attorney's fees according to proof;  
10 4. For interest at the legal rate;  
11 5. For costs of suit; and  
12 6. For such other and further relief as the Court may deem proper.

13  
14 Dated: March 28, 2008

Fenwick & West LLP

15  
16 By:   
17 Patrick E. Premo

18 Attorneys for Plaintiff DECARTA, INC.

19 1281915  
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28

FENWICK & WEST LLP  
ATTORNEYS AT LAW  
MINNEAPOLIS, MN



**SUMMONS  
(CITACIÓ. JUDICIAL)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**  
GEOCENTRIC OYJ

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
DECARTA, INC.

SUM-100

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**FILED**

2008 MAR 28 P 3:33

**A. Iias**  
Deputy  
Clerk

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol](http://www.courtinfo.ca.gov/selfhelp/espanol)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol](http://www.courtinfo.ca.gov/selfhelp/espanol)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):  
Santa Clara County Superior Court  
191 N. First Street  
San Jose, CA 95113

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Patrick Premo (CSB No. 184915) (650) 938-5200  
Fenwick & West LLP  
801 California Street  
Mountain View, CA 94041  
DATE: March 28, 2008

Clerk, by

**A. Iias**

Deputy

(Fecha)

**MAR 28 2008**

(Secretario)

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

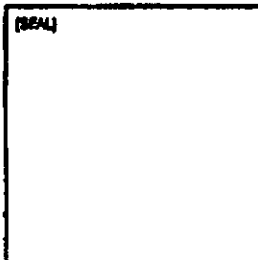
**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): GEOCENTRIC

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):



U.S. Department of Justice  
United States Marshals Service



# REQUEST FOR SERVICE ABROAD OF JUDICIAL OR EXTRAJUDICIAL DOCUMENTS

## DEMANDE AUX FINS DE SIGNIFICATION OU DE NOTIFICATION À L'ÉTRANGER D'UN ACTE JUDICIAIRE OU EXTRAJUDICIAIRE

Convention on the service abroad of judicial and extrajudicial documents in civil or commercial matters, signed at The Hague, November 15, 1965.  
Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en matière civile ou commerciale, signée à La Haye, le 15 novembre 1965.

**Identity and address of the applicant**  
*Identité et adresse du requérant*

Fenwick & West LLP  
801 California St, Mountain View, CA 94041  
\*Request made pursuant to Rule 4(c)(2)(A) of the  
U.S. Federal Rules of Civil Procedure and §§  
413.10 and 415.40 of the California Code of  
Civil Procedure.

**Address of receiving authority**  
*Adresse de l'autorité destinataire*

Ministry of Justice  
P.O. Box 25  
FIN-00023 Government  
Finland

The undersigned applicant has the honour to transmit - in duplicate - the documents listed below and, in conformity with article 5 of the above-mentioned Convention, requests prompt service of one copy thereof on the addressee, i.e.,  
(identity and address)

Le requérant soussigné a l'honneur de faire parvenir - en double exemplaire - à l'autorité destinataire les documents ci-dessous énumérés, en la priant, conformément à l'article 5 de la Convention précitée, d'en faire remettre sans retard un exemplaire au destinataire, à savoir:

(identité et adresse)

GeoSentry OYJ: Meritintyinkatu 11 FIN-24101 Salo, Finland

☐ (a) in accordance with the provisions of sub-paragraph (a) of the first paragraph of article 5 of the Convention.  
a) selon les formes légales (article 5 alinéa premier, lettre a).

☐ (b) in accordance with the following particular method (sub-paragraph (b) of the first paragraph of article 5):  
b) selon la forme particulière suivante (article 5, alinéa premier, lettre b):

☒ (c) by delivery to the addressee, if he accepts it voluntarily (second paragraph of article 5):  
c) le cas échéant, par remise simple (article 5, alinéa 2).

The authority is requested to return or to have returned to the applicant a copy of the documents and of the annexes with a certificate as provided on the reverse side.  
Cette autorité est priée de renvoyer ou de faire renvoyer au requérant un exemplaire de l'acte - et de ses annexes - avec l'attestation figurant au verso.

List of documents  
Énumération des pièces

Complaint for Breach of Written License  
Agreement, Account Stated and Specific  
Performance; Summons

Done at Mtn. View, CA, the 2nd of Apr '08  
Fait à \_\_\_\_\_, le \_\_\_\_\_

Signature and/or stamp  
Signature et/ou cachet

Dennis Faigl

\*Delete if inappropriate  
Rayer les mentions inutiles.

Form USM-94  
Est. 11/77

(Formerly OBD-116, which was formerly LAA-118, both of which may still be used)

# **CERTIFICATE ATTESTATION**

The undersigned authority has the honour to certify, in conformity with article 6 of the Convention,  
L'autorité soussignée a l'honneur d'attester conformément à l'article 6 de ladite Convention,

1) that the document has been served \*

1) que la demande a été exécutée

- the (date) - le (date)

- at (place, street, number) - à (localité, rue, numéro)

SKL 24.04-08

- in one of the following methods authorized by article 5:  
- dans une des formes suivantes prévues à l'article 5:

☐ (a) in accordance with the provisions of sub-paragraph (a) of the first paragraph of article 6 of the Convention.  
a) selon les formes légales (article 6, alinéa premier, lettre a)

☐ (b) in accordance with the following particular method:  
b) selon la forme particulière suivante:

☒ (c) by delivery to the addressee, who accepted it voluntarily.  
c) par remise simple.

The documents referred to in the request have been delivered to:  
Les documents mentionnés dans la demande ont été remis à:

- (identity and description of person)  
- (identité et qualité de la personne)

TUM RAITA TS

1 GEOCENTRIC OY

- relationship to the addressee family, business or other  
- liens de parenté de subordination ou autres avec le destinataire de facto:

2) that the document has not been served, by reason of the following facts:  
2) que la demande n'a pas été exécutée, en raison des faits suivants:

In conformity with the second paragraph of article 12 of the Convention, the applicant is requested to pay or reimburse  
the expenses detailed in the attached statement.  
Conformément à l'article 12, alinéa 2, de ladite Convention, le requérant est prié de payer ou de rembourser les frais  
dont le détail figure au mémoire ci-joint.

## **ANNEXES**

Annexes

Documents returned:

Pièces renvoyées

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In appropriate cases, documents establishing the service:  
Le cas échéant, les documents justificatifs de l'exécution:

\_\_\_\_\_  
\_\_\_\_\_

Done at:  
Fait à

Signature and/or stamp  
Signature et/ou cachet

SKL 24.04-08

Haastemies  
Markku Arovaara  
Saion käräjäoikeus  
puh. 010 36 46 125  
matkap. 0400-497 673

**SUMMARY OF THE DOCUMENT TO BE SERVED**  
**ÉLÉMENTS ESSENTIELS DE L'ACTE**

Convention on the service abroad of judicial and extrajudicial documents in civil or commercial matters, signed at The Hague, November 15, 1965.

Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en matière civile ou commerciale, signée à La Haye, le 15 novembre 1965.

(article 5, fourth paragraph)  
(article 5, alinéa quatre)

Name and address of the requesting authority:  
Nom et adresse de l'autorité requérante:

Fernwick & West LLP: 601 California Street, Mountain View, CA 94041

Particulars of the parties:  
Identité des parties:

Plaintiff, deCarla, Inc.: San Jose, California; Defendant, GeoSentric OYJ: Salo, Finland

**JUDICIAL DOCUMENT**  
**ACTE JUDICIAIRE**

Nature and purpose of the document:  
Nature et objet de l'acte:

Provide notice to GeoSentric OYJ of complaint and summons to California State Court.

Nature and purpose of the proceedings and, where appropriate, the amount in dispute:  
Nature et objet de l'instance, le cas échéant, le montant du litige:

Breach of Contract, Account Stated, Specific Performance lawsuit for \$993,763.14 U.S. dollars.

Date and place for entering appearance:  
Date et lieu de la comparution:

N/A

Court which has given judgment\*\*:  
Jurisdiction qui a rendu la décision:

N/A

Date of judgment\*\*:  
Date de la décision:

N/A

Time limits stated in the document\*\*:  
Indication des délais figurant dans l'acte:

Respond within 30 calendar days after service of summons and complaint.

**EXTRAJUDICIAL DOCUMENT**  
**ACTE EXTRAJUDICIAIRE**

Nature and purpose of the document:  
Nature et objet de l'acte:

Time limits stated in the document\*\*:  
Indication des délais figurant dans l'acte:

1 **PROOF OF SERVICE BY MAIL**

2 STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO:

3 I, the undersigned, declare that I am, and was at the time of service of the papers herein  
4 referred to, over the age of eighteen years and not a party to the within action or proceeding. My  
5 business address is the law firm of Fox Rothschild LLP, 235 Pine Street, Suite 1500, San  
6 Francisco, CA 94104-2734, which is located in the county in which the within-mentioned  
7 mailing occurred. I am familiar with the practice at my place of business for collection and  
8 processing of correspondence for mailing with the United States Postal Service. Such  
9 correspondence will be deposited with the United States Postal Service on the same day in the  
10 ordinary course of business.

11 On the date specified below, I served the following document(s):

12 **CIVIL COVER SHEET**  
13 **NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. §1441(b) (DIVERSITY)**  
14 **CERTIFICATION OF INTERESTED ENTITIES OR PERSONS**

15 by placing a true copy in a separate envelope for each addressee named below, with the name  
16 and address of the person served shown on the envelope as follows:

17 Patrick E. Premo, Esq.  
18 Fenwick & West LLP  
19 Silicon Valley Center  
20 801 California Street  
21 Mountain View, CA 94041  
22 650.988.8500 // FAX 650.938.5200

23 and by sealing the envelope and placing it for collection and mailing with postage fully prepared  
24 in accordance with ordinary business practices.

25 I declare under penalty of perjury that the foregoing is true and correct and that I am  
26 employed in the office of a member of the bar of this Court at whose direction the service was  
27 made.

28 DATED: May 23, 2008

  
Elisabeth M. Paulsen

Fox Rothschild LLP  
235 Pine Street, Suite 1500  
San Francisco, CA 94104-2734  
(415) 364-5540- Facsimile (415) 391-4436

JS 44 (Rev. 12/07) (and rev. 1-16-08)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

ORIGINAL

## I. (a) PLAINTIFFS

DECARTA, INC.

## DEFENDANTS

GEOSENTRIC OYJ

(b) County of Residence of First Listed Plaintiff: Santa Clara  
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant: Foreign corporation  
(IN U.S. PLAINTIFF CASES ONLY)  
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED

(c) Attorney's (Firm Name, Address, and Telephone Number)

Patrick E. Premo  
Fenwick & West LLP  
801 California Street  
Mountain View, CA 94041 650-988-8500

08 02620  
Philip E. Premo  
Fox Rothschild LLP  
235 Pine Street, Suite 1500  
San Francisco, CA 94104 415-364-5540

RS

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)  
☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ 1 ☐ 1 Incorporated or Principal Place of Business in This State ☐ 4 ☐ 4  
Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business in Another State ☐ 5 ☐ 5  
Citizen or Subject of a Foreign Country ☐ 3 ☒ 3 Foreign Nation ☐ 6 ☐ 6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT  | TORTS  | FORFEITURE/PENALTY   | BANKRUPTCY   | OTHER STATUTES   |
|---|--|--|--|--|
| <input type="checkbox"/> 110 Insurance  | <input type="checkbox"/> 310 Airplane                          | <input type="checkbox"/> 610 Agriculture                                 | <input type="checkbox"/> 422 Appeal 28 USC 158                   | <input type="checkbox"/> 400 State Reapportionment                                     |
| <input type="checkbox"/> 120 Marine   | <input type="checkbox"/> 315 Airplane Product Liability        | <input type="checkbox"/> 620 Other Food & Drug                           | <input type="checkbox"/> 423 Withdrawal 28 USC 157               | <input type="checkbox"/> 410 Antitrust   |
| <input type="checkbox"/> 130 Miller Act   | <input type="checkbox"/> 320 Assault, Label & Slander          | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 |  | <input type="checkbox"/> 430 Banks and Banking   |
| <input type="checkbox"/> 140 Negotiable Instrument                                | <input type="checkbox"/> 330 Federal Employers' Liability      | <input type="checkbox"/> 630 Liquor Laws                                 | <b>PROPERTY RIGHTS</b>   | <input type="checkbox"/> 450 Commerce  |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment    | <input type="checkbox"/> 340 Marine                            | <input type="checkbox"/> 640 R.R. & Truck                                | <input type="checkbox"/> 820 Copyrights                          | <input type="checkbox"/> 460 Deportation   |
| <input type="checkbox"/> 151 Medicare Act   | <input type="checkbox"/> 345 Marine Product Liability          | <input type="checkbox"/> 650 Airline Regs                                | <input type="checkbox"/> 830 Patent                              | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations            |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) | <input type="checkbox"/> 350 Motor Vehicle                     | <input type="checkbox"/> 660 Occupational Safety/Health                  | <input type="checkbox"/> 840 Trademark                           | <input type="checkbox"/> 480 Consumer Credit   |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits        | <input type="checkbox"/> 355 Motor Vehicle Product Liability   | <input type="checkbox"/> 690 Other                                       |  | <input type="checkbox"/> 490 Cable/Sat TV  |
| <input type="checkbox"/> 160 Stockholders' Suits                                  | <input type="checkbox"/> 360 Other Personal Injury             | <b>LABOR</b>   | <b>SOCIAL SECURITY</b>   | <input type="checkbox"/> 810 Selective Service   |
| <input type="checkbox"/> 190 Other Contract                                       |  | <input type="checkbox"/> 710 Fair Labor Standards Act                    | <input type="checkbox"/> 861 HIA (1395ff)                        | <input type="checkbox"/> 850 Securities/Commodities/Exchange                           |
| <input type="checkbox"/> 195 Contract Product Liability                           |  | <input type="checkbox"/> 720 Labor/Mgmt Relations                        | <input type="checkbox"/> 862 Black Lung (923)                    | <input type="checkbox"/> 875 Customer Challenge 12 USC 3410                            |
| <input type="checkbox"/> 196 Franchise  |  | <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act       | <input type="checkbox"/> 863 DIWC/DIWW (405(g))                  | <input type="checkbox"/> 890 Other Statutory Actions                                   |
|   |  | <input type="checkbox"/> 740 Railway Labor Act                           | <input type="checkbox"/> 864 SSID Title XVI                      | <input type="checkbox"/> 891 Agricultural Acts   |
|   |  | <input type="checkbox"/> 790 Other Labor Litigation                      | <input type="checkbox"/> 865 RSI (405(g))                        | <input type="checkbox"/> 892 Economic Stabilization Act                                |
|   |  | <input type="checkbox"/> 791 Empl Ret Inc Security Act                   |  | <input type="checkbox"/> 893 Environmental Matters                                     |
| <b>REAL PROPERTY</b>  | <b>CIVIL RIGHTS</b>  | <b>PRISONER PETITIONS</b>  | <b>FEDERAL TAX SUITS</b>   | <input type="checkbox"/> 894 Energy Allocation Act                                     |
| <input type="checkbox"/> 210 Land Condemnation                                    | <input type="checkbox"/> 441 Voting                            | <input type="checkbox"/> 510 Motions to Vacate Sentence                  | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) | <input type="checkbox"/> 895 Freedom of Information Act                                |
| <input type="checkbox"/> 220 Foreclosure  | <input type="checkbox"/> 442 Employment                        | <b>Habeas Corpus:</b>  | <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609         | <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice |
| <input type="checkbox"/> 230 Rent Lease & Ejectment                               | <input type="checkbox"/> 443 Housing Accommodations            | <input type="checkbox"/> 530 General                                     |  | <input type="checkbox"/> 950 Constitutionality of State Statutes                       |
| <input type="checkbox"/> 240 Torts to Land  | <input type="checkbox"/> 444 Welfare                           | <input type="checkbox"/> 535 Death Penalty                               |  |  |
| <input type="checkbox"/> 245 Tort Product Liability                               | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment | <input type="checkbox"/> 540 Mandamus & Other                            |  |  |
| <input type="checkbox"/> 290 All Other Real Property                              | <input type="checkbox"/> 446 Amer. w/Disabilities - Other      | <input type="checkbox"/> 550 Civil Rights                                |  |  |
|   | <input type="checkbox"/> 449 Other Civil Rights                | <input type="checkbox"/> 555 Prison Condition                            |  |  |
|   |  |  |  |  |

## V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Remanded or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. 1332; 1441 (b)

Brief description of cause

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ 693,753.14

CHECK YES only if demanded in complaint  
JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

## IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AND "X" IN ONE BOX ONLY)

☐ SAN FRANCISCO/OAKLAND ☒ SAN JOSE

DATE

5/21/08

SIGNATURE OF ATTORNEY OF RECORD

*Patrick E. Premo*

FAXED